

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF FIRE AND RESCUE SERVICES
BETWEEN
FULTON COUNTY, GEORGIA and
THE CITY OF JOHNS CREEK, GEORGIA**

THIS AMENDED INTERGOVERNMENTAL AGREEMENT, by and between Fulton County, Georgia ("County") and the City of Johns Creek, Georgia ("City") entered into this ____ day of _____, 2006.

WHEREAS, Fulton County, Georgia is a constitutionally created political subdivision of the State of Georgia; and

WHEREAS, the City of Johns Creek is a municipality created by the 2006 Georgia General Assembly pursuant to House Bill 1321 ; and

WHEREAS, H.B. 1321 provides that the first mayor and councilmembers of Johns Creek will be chosen by voters at the November 7, 2006 election; and

WHEREAS, H.B. 1321 provides Johns Creek with a twenty-four (24) month transition period before it must assume and exercise all powers of a municipality; and

WHEREAS, Section 7.16(b) of H.B. 1321 provides that "[w]here a particular tax, fee, assessment, fine, forfeiture, or other amount collected is specifically related to the provision of a particular government service or function by Fulton County, the service or function shall continue to be provided by the county during the transition period contingent upon payment by the city of the actual cost of providing such service or function unless otherwise provided in a written agreement between the new city and the county;" and

WHEREAS, the Georgia Constitution, ARTICLE IX, § 2, ¶ 3 prohibits cities and counties from exercising governmental authority within each other's boundaries except by intergovernmental Agreement or as otherwise provided by law; and

WHEREAS, the County and City desire to enter into an Intergovernmental Agreement for the County to provide fire protection and emergency medical services within the boundaries of Johns Creek for a period of twenty-three (23) months beginning January 1, 2007 and ending on November 30, 2008; and

WHEREAS, the County and the City further desire to establish the cost of fire and rescue services to be provided by the County to the City pursuant to this Agreement; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the County and the City have authorized the execution of this Intergovernmental Agreement through appropriate Resolutions adopted by their respective governing bodies.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1

PURPOSE AND INTENT

1.1 The purpose of this Agreement is to provide fire suppression, fire protection, and first responder non-transport emergency medical services, hazardous materials and technical rescue within the City for a period of twenty-three (23) months, commencing January 1, 2007 at 0000 hours and concluding at 2400 hours on November 30, 2008.

1.2 The County therefore agrees to provide the City of Johns Creek with service consistent with the overall quality of services provided throughout the County.

1.3 The City will pay for the costs of providing such services as agreed upon within this Agreement, and cooperate with the County in the provision of those fire rescue services.

ARTICLE 2

DEFINITIONS

For the purposes of this Agreement, the following terms shall be defined as:

2.1 ***Call-For-Service*** means a request received from the public through the 911 system requiring a Fire Department Services response or assistance.

2.2 ***Direct Costs*** means the cost of services provided by the County Fire Department directly to the City to include salaries and benefits of personnel assigned, maintenance and operational costs of vehicles assigned, operational costs of fire stations assigned and consumables utilized by resources assigned to the City.

2.3 ***Fire Department Services*** means fire suppression, community risk reduction, fire protection, disaster mitigation, rescue, hazardous material response and first response non-transport emergency medical services provided by County Fire Department members.

2.4 ***Fleet Maintenance*** means the preventative maintenance, safety inspections and comprehensive repairs for County fire trucks and other motor vehicles operated for the purpose of fulfilling obligations under this Agreement.

2.5 ***Indirect Costs (Fire Department)*** means a percentage of the costs associated with the administration of the County Fire Department and is a fixed amount (26%).

2.6 **Indirect Costs (County)** mean a percentage of the costs associated with the administration of the County and is a fixed amount (13%).

2.7 **Staffing Levels** means the number of County Fire Department employees and units assigned to the City as they are listed in **Exhibit A** of this Agreement, which is contemplated to be at that same level which County Fire Department provided in that area at the time of enactment of H.B. 1321 on March 2, 2006.

2.8 **Staff Schedules** means those schedules prepared by the Deputy Fire Chief of Fire/EMS to appropriately deploy personnel to ensure appropriate firefighting resources are maintained for each of three (3) shifts.

ARTICLE 3

TERM OF AGREEMENT

The term of this Agreement is for twenty-three (23) months, commencing January 1, 2007 at 0000 hours and concluding at 2400 hours on November 30, 2008. At the conclusion of this term, the City will be solely responsible for providing all fire department and rescue services within its boundaries, unless extended by mutual Agreement approved by both governing bodies. The parties agree that, as of that date, the County's obligation (pursuant to O.C.G.A. 36-31-8 and Section 7.16 of House Bill 1321) to provide the services covered by this Agreement shall terminate, and that this provision constitutes the agreement for the assumption of these services by the City as contemplated by O.C.G.A. 36-31-8(b) and Section 7.16(b) of House Bill 1321.

The parties agree that, no earlier than six (6) months from the commencement of this Agreement, the City may terminate this Agreement upon ninety (90) days notice to the County. Accordingly, the earliest termination date would be July 1, 2007, provided notification is provided to the County on or before April 1, 2007. The parties agree that, in the event of such termination by the City, the County's obligation (pursuant to O.C.G.A. 36-31-8 and Section 7.16 of House Bill 1321) to provide the services covered by this Agreement shall terminate as of the termination date, and that this provision constitutes the agreement for the assumption of these services by the City as contemplated by O.C.G.A. 36-31-8(b) and Section 7.16(b) of House Bill 1321.

ARTICLE 4

COMPENSATION AND CONSIDERATION

4.1 For fire and rescue services to be rendered pursuant to this Agreement, the City shall pay to the County \$ 12,864,522.00 which shall be remitted to the County on or before the fifth calendar day of each month of the term in the amount of \$559,327.00. This amount is due

in full each month and represents the direct and indirect costs of all services provided by the County Fire Department directly to the City as indicated in **Exhibit B**.

4.2 The County shall make available to the City a detailed quarterly accounting of the expenses associated with the operation of the fire department as it pertains to the services provided under this Agreement to the City.

4.3 The County shall make available to the City a detailed yearly reconciliation of all costs for the previous year of the Agreement within 60 days of the 1st day of the year in the form of correspondence from the County Manager to the City Manager indicating the appropriate adjustment.

4.4 If the costs are less than the total amount of payments made by the City to the County, the County shall reimburse the City the adjusted amount within 90 days of the reconciliation. If the costs are greater than the total amount of payments made by the City to the County, the City shall pay the County the additional amount within 90 days of the reconciliation.

ARTICLE 5

DEPUTY FIRE CHIEF OF FIRE/EMS

5.1 The Deputy Fire Chief of Fire/EMS will direct the daily fire department operations in the City, effectuate the City's fire prevention priorities, manage the delivery of fire department services, and ensure that the comprehensive fire and emergency medical needs of the City are adequately met. The Deputy Fire Chief of Fire/EMS is also responsible for overseeing compliance with the County's obligations pursuant to this Agreement and maintenance of quality fire service delivery.

5.2 The Deputy Fire Chief of Fire/EMS will promptly address concerns expressed by the City Manager regarding performance of fire department personnel pursuant to the County's written personnel policies and procedures.

ARTICLE 6

FIRE DEPARTMENT SERVICES

6.1 The County shall provide fire and rescue services on a continual 24-hour per day basis within the jurisdictional boundaries of the City in accordance with Georgia law, County Ordinances, City Ordinances.

6.2 Provision of fire department services shall be as deployed from the staffing structure described in **Exhibit A**. Fire Department services shall operate in the traditional County shift structure.

6.3 Fire Department units will respond to all calls-for-service within the City as dispatched through the 911 system.

6.4 Fire Department units shall make every reasonable effort to maintain an average emergency response time goal of 6 minutes or less, 90% of the time while maintaining safe operations, consistent with the departmental average. The County shall have the opportunity to provide exceptions to response time issues in the same manner that contracted EMS transport services do with respect to unusual circumstances, *i.e.* natural and man-made disasters, interruption of voice or data transmission, storms and road closures. If the County consistently fails to meet the levels of service outlined herein, which failure has been communicated in writing by action of the City Council to the County on more than one occasion, the Fire Chief, County Manager and City Manager will meet to address the causes and remedies for the response time issues.

6.5 During the term of this Agreement, the service level shall be the same as that provided to the area pursuant to the 2006 County Budget at the time of enactment of H.B. 1321 on March 2, 2006. In order to maintain service levels pursuant to H. B. 1321, the Fire Department will respond a sufficient number and type of apparatus from the City of Milton and the City of Johns Creek to incidents whether occurring in the City of Milton or the City of Johns Creek. The combined resources will operate under the direction of a Battalion Chief of the Fulton County Fire Department.

6.6 Fire Department will respond to and render aid in emergency, life-saving and in-progress fire incidents occurring inside the boundaries of the City, and to locations covered by existing county mutual aid agreements. In the event fire department personnel must respond to incidents occurring outside the boundaries of the City, the Fire Chief or the Fire Chief's designee shall ensure sufficient personnel remain in the City to continue routine and emergency fire suppression and emergency medical activities.

6.7 Staffing levels are listed in **Exhibit A** of this Agreement, and may be modified by the Fulton County Fire Chief through the Deputy Fire Chief of Fire/EMS, with the approval of the City Manager, from time to time as needs arise. The rank, type of firefighter and number of positions assigned to each service shall be determined by the County in consultation with the City Manager. However, at no time shall the staffing level be less than the determined minimum number of requisite positions mutually agreed upon and reflected in **Exhibit A**. To the greatest extent possible, the County agrees to maintain the positions currently allocated to the Johns Creek District within the Johns Creek District. Any time the personnel assigned to Johns Creek, as described on **Exhibit A**, drops below 55 sworn staff, the Fire Chief, the County Manager and the City Manager shall meet within 30 days thereof to address the causes and remedies for the staffing issue.

6.8 The Deputy Fire Chief of Fire/EMS may utilize overtime to fill temporary vacancies in the positions assigned to Johns Creek caused by but not limited to: authorized use of sick or annual leave, temporary disability, relief of duty, and Family Medical Leave Act absences. The financial costs associated with overtime utilized to fill such vacancies will be the sole responsibility of the City. The County shall make available to the City a detailed quarterly accounting of the overtime expenses associated with the operation. The City shall pay to the

County the full amount of the invoice which shall be remitted to the County within 90 days of the invoice.

ARTICLE 7

EQUIPMENT

7.1 The County shall provide each uniformed firefighter, of any rank, with the County's own standard support equipment necessary to carry out the fire suppression, fire protection and emergency medical services functions contemplated by this Agreement.

7.2 The County shall furnish and maintain in good working condition for the benefit of the City, all necessary emergency communication facilities and equipment necessary and proper for the purpose of performing the services, duties and responsibilities described in this Agreement.

7.3 Each County fire engine, ladder truck and battalion vehicle shall be furnished with standard support equipment as appropriate to carry out services contemplated by this Agreement.

ARTICLE 8

PERSONNEL ASSIGNED TO THE CITY

8.1 All Fire Department personnel assigned to the City, as well as any other County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including but not limited to duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

8.2 All County Fire Department personnel assigned to the City as well as any other sworn personnel assigned under this Agreement are and will continue to be part of the Fulton County Fire Department Command Structure. Firefighting personnel are under the supervision of the Fulton County Fire Chief, Deputy Fire Chief of Fire/EMS Operations, Battalion Chief and Fire Captain.

8.3 In the event the City Manager becomes dissatisfied with the performance of any sworn or civilian personnel assigned to the City, the City Manager shall discuss the concerns with the Deputy Fire Chief of Fire/EMS, or the Fire Chief, as appropriate. Upon the request of the City Manager, the Deputy Fire Chief of Fire/EMS may request that the County Fire Chief transfer or reassign personnel out of the City. The Deputy Fire Chief of Fire/EMS shall provide the City Manager with a prompt written notice of any resignation, termination, transfer, other change in status or reassignment of Fire personnel assigned to the City initiated by the County or the employee.

8.4 Any discretionary transfer or reassignment of firefighters away from the City to other assignments within the County shall not occur without first filling the vacated position.

ARTICLE 9

OVERTIME DETAILS AND SPECIAL ASSIGNMENTS

9.1 The City Manager may request additional County Fire Department services or fire personnel to work within the City to provide additional fire or rescue presence at certain activities, or for special initiatives, City sponsored activities and events.

9.2 These additional County Fire Department activities shall be provided on an overtime basis. The financial costs associated with overtime utilized to provide additional County Fire Department activities will be the sole responsibility of the City and will be paid directly to the Fire Department personnel by the City.

ARTICLE 10

RECORDKEEPING AND REPORTING

10.1 The County Fire Department is the central repository for all departmental records and makes available public records as defined by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.* During the term of this Agreement, the County will continue to maintain all reports relating to Fire Department activity within the City.

10.2 The County shall prepare and deliver quarterly reports to the City Manager. The reports shall describe the type and number of calls for fire and first responder non-transport emergency medical services.

10.3 Except as limited by any provision of state or federal law, the City may request, review and access data and County records to ensure compliance with this Agreement.

ARTICLE 11

ANCILLARY SERVICES

11.1 The County must provide a variety of ancillary services incumbent on a large metropolitan fire and rescue agency. These services will be provided to the City pursuant to this Agreement, the consideration for which has been calculated as part of the payment provided in Article 4 and Exhibit B.

11.2 In addition to fire suppression and rescue service, the Fire Department's operations include arson investigation; public education and community risk reduction; safety and member services including training; advanced life support services; hazardous materials amelioration; technical rescue services; homeland security efforts; and other services targeted to prevent accident and injury by raising public awareness of potential fire hazards and by identifying non-compliant situations. Staffing levels for these fire department activities are listed in **Exhibit A** of this Agreement, and may be modified by the Fire Chief through the Deputy Fire Chief of Fire/EMS, with the approval of the City Manager, from time to time as needs arise.

11.3 ***Fire Safety Inspections and Fire Code Enforcement.*** The County will provide fire safety inspections and fire code enforcement within the City limits during this Agreement. Staffing levels for these fire department activities are listed in **Exhibit A** of this Agreement, and may be modified by the Fire Chief through the Deputy Fire Chief of Fire/EMS with the approval of the City Manager, from time to time as needs arise.

11.4 ***Additional Ancillary Services.*** During the operation of this Agreement, the County will continue to provide the same administrative and support services provided to other areas of the County to including but not limited to administrative services, facilities maintenance, fiscal management, human resources, information systems, internal affairs, public information, purchasing and other critical services attendant to the operation of a Fire Department.

11.5 ***Fleet Maintenance.*** The County shall furnish and maintain in good working condition for the benefit of the City all necessary labor, maintenance, supervision, equipment, fuel, parts for County fire engines, ladder trucks and other vehicles for the purpose of performing the services, duties and responsibilities described in this Agreement.

11.6 In the event any vehicle is out of service for more than 24 hours, the County agrees to provide a replacement if one is available within the county reserve fleet. However, no other first line unit outside the City will be placed out of service to cover a unit in the City.

ARTICLE 12

JOHNS CREEK FIRE STATIONS

12.1 Fire Department personnel assigned to the City will continue to utilize the following Fire Stations located within Johns Creek while this Agreement is in effect:

Station # 8 - 3165 Old Alabama, Alpharetta Georgia 30201;
Station # 12 - 10265 Medlock Bridge Parkway, Duluth Georgia 30136; and
Station # 20- 10925 Rogers Circle, Duluth Georgia 30097

12.2 The expenses associated with the Fire Stations include cost allocation, utilities, general operating supplies, and maintenance and are included as part of the payment provided in Article 4. Debt-service costs associated with the Certificates of Participation (COPs) funding of Station 20 is not included in this Agreement and will not be charged to the City 1) until

termination or expiration of this Agreement or 2) until the City takes ownership of Station 20, whichever event occurs first. Upon occurrence of either event, the COPs debt-service costs associated with Station 20 for that year shall be pro-rated between the County and City.

ARTICLE 13

CITY-COUNTY RELATIONS

13.1 The Deputy Fire Chief of Fire/EMS or designee will notify the City Manager, or that official's designee, and appropriate County chain-of-command personnel, in the event of a significant fire or rescue occurrence or emergency situation within the City. The County Fire Chief and City Manager shall designate the kinds of incidents that are to be considered "significant" by a memorandum.

13.2 At the request of the City Manager, the Deputy Fire Chief of Fire/EMS or that official's designee shall be available to each regular and special City Council meeting.

13.3 The County shall be the sole provider of services within the City that require sworn fire department personnel during the term of this Agreement.

ARTICLE 14

TRANSITION

14.1 In the event of the termination for default or expiration of this Agreement, the County and the City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from County to a municipal fire department and to maintain the same high quality of fire protection and emergency medical response prescribed by this Agreement for the residents, businesses and visitors of the City.

14.2 The Fire Chief or his designee shall present a summary report to the City Council at the conclusion of this Agreement to facilitate the transition to the City's own firefighting services.

14.3 The County and City agree that during the period of this Agreement, the City will evaluate County personnel currently serving the City as Firefighters for retention as City Firefighters. County personnel desiring employment with the City will submit to the employment evaluation process required by the City. County personnel that are offered employment with the City shall separate from the County in accordance with County regulations and requirements, and follow the hiring requirements and regulations as set forth by the City.

14.4 Notwithstanding the good faith intent of paragraph 14.3, nothing contained in this agreement will bind the City to hire County personnel for the City's own Fire Department or to maintain the salary, pay structure, benefit suite, or rank structure upon hiring.

14.5 The County and City agree that 90 days prior to the end date of this Agreement, the City Manager and County Manager will meet and confer to effect a smooth transition. All sale, disposal or transfer of county buildings and equipment will be in accordance with the process agreed to in the future between the City and the County for other resources located in Johns Creek.

ARTICLE 15

INDEMNIFICATION

15.1 To the extent permitted by law, the City shall defend, indemnify and hold harmless the County and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the City, its employees, officers and agents. The County shall promptly notify the City of each claim, cooperate with the City in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the City's participation.

15.2 To the extent permitted by law, the County shall defend, indemnify and hold harmless the City and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the County, its employees, officers, and agents. The City shall promptly notify the County of each claim, cooperate with the County in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the County participation.

15.3 The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the term of this Agreement.

ARTICLE 16

EVENT OF DEFAULT

16.1 An event of default shall mean a material breach of this Agreement by the County as follows:

16.1.1 County repeatedly disregards local priorities established by the City Manager which the County is required to observe by this Agreement and which have been communicated in writing by action of the City Council to the County on more than one occasion.

16.1.2 The County does not maintain sufficient personnel in the City to handle fire department activities as required by **Exhibit A**.

16.1.3 The County consistently fails to meet the levels of service outlined in Article 6, which failure has been communicated in writing by action of the City Council to the County on more than one occasion.

16.2 An event of default shall mean a material breach of this Agreement by the City as follows:

16.2.1 Failure of the City to make prompt payment as stipulated in Article 4.

16.2.2 Failure of the City to fund the minimum staffing level as indicated in **Exhibit A**.

16.2.3 Failure of the city to establish specific, objective, written and attainable local priorities for local fire prevention and suppression activities.

ARTICLE 17

TERMINATION AND REMEDIES

17.1 Except as provided in Article 3 concerning termination by the City following 90-days' notice, the City or County may terminate this Agreement only for an event of default, unless the default is cured as provided in this article. In the event of a default, no withdrawal of service will be undertaken during the term of this Agreement. The remedies will be those listed below in paragraph 17.4.

17.2 If an event of default occurs, in the determination of the City, the City shall notify the County in writing, specify the basis for the default and advise the County that the default must be cured to the City's reasonable satisfaction within a 60-day period. The City may grant additional time to cure the default, as the City may deem appropriate, without waiver of any of the City's rights, so long as the County has commenced curing the default and is effectuating a cure with diligence and continuity during the 60-day period, or any longer period which the City prescribes.

17.3 If an event of default occurs, in the determination of the County, the County may notify the City in writing, specify the basis for the default and advise the City that the default must be cured to the County's reasonable satisfaction within a 60-day period; except that for events of default related to the payment of fees, the cure period is reduced to 30 days. The County may grant additional time to cure the default, as the County may deem appropriate, without waiver of any of the County's rights, so long as the City has commenced curing the default and is effectuating a cure with diligence and continuity during the 60-day period (30 days for payments) or any longer period which the County prescribes.

17.4 In the event that either party breaches a material term or condition of this Agreement, other than an event of default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within 30 days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus or injunctive relief to compel the breaching party to remedy the breach.

17.5 In any case involving termination of this agreement, a reconciliation of all actual costs shall be made by both parties within 90 days of the actual termination of service.

17.6 The parties reserve all available remedies afforded by law to enforce any term of condition of this Agreement.

ARTICLE 18

AMENDMENTS

This Agreement may be modified at any time during the term by mutual written consent of both parties, as approved by the parties' governing authorities.

ARTICLE 19

NOTICES

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County:

Thomas Andrews, County Manager

141 Pryor Street, SW, Suite 10000

Atlanta, Georgia 30303

404-730-4500

404-893-6705 Facsimile

With a copy to:

Overtis Hicks Brantley, County Attorney

141 Pryor Street, SW, Suite 400

Atlanta, Georgia 30303

404-612-0246

404-730-6324 Facsimile

If to the City:

Marie Garrett, Acting City Manager

City of Johns Creek

9810-A Medlock Bridge Road, Suite 104

Duluth, Georgia 30097

678-512-3200

With a copy to:

Bill Riley, Acting City Attorney

City of Johns Creek

9810-A Medlock Bridge Road, Suite 205

Duluth, Georgia 30097

ARTICLE 20

NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 21

ENTIRE AGREEMENT

21.1 The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement.

21.2 The exhibits referred to and annexed to this Agreement are made a part of this Agreement.

ARTICLE 22

SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

ARTICLE 23

BINDING EFFECT

This Agreement shall insure to the benefit of, and be binding upon, the respective parties' successors.

ARTICLE 24

COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the City and County have executed this Amendment through their duly authorized officers on the day and year first above written.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

FULTON COUNTY, GEORGIA

ATTEST:

Karen Handel
Chair
Fulton County Board of Commissioners

Mark Massey
Clerk **SEAL**
Fulton County Board of Commissioners

Approved as to Form:

Overtis Hicks Brantley
Fulton County Attorney

Tom Andrews
Fulton County Manager

(Signatures continued on following page)

CITY OF JOHNS CREEK, GEORGIA



Mayor



Municipal Clerk (SEAL)

Approved as to Form:



Acting City Attorney



Acting City Manager

EXHIBIT "A"

STAFFING SCHEDULE

Stations 8, 12, & 20		On-Duty Daily Staffing	
	Total Assigned*	Per Shift	Minimum
Engine 8	12	4	3
Engine 12	12	4	3
Engine 20	12	4	3
Truck 8	12	4	3
Truck 12	12	4	3
Battalion Chief			1
Total	60	20	16

**Includes total number of position numbers both occupied and vacant.*

EXHIBIT "B"

TOTAL COST ESTIMATE
FOR FIRE AND RESCUE SERVICES

Salary & Benefits	\$5,438,216.00
FCFD Indirect Costs (26%) - Operations	\$566,741.00
<u>Fulton County Indirect Costs (13%)</u>	<u>\$706,968.00</u>
<hr/>	
Annual Total	\$6,711,925.00
 Monthly Payment	 \$559,327.00
 Total Amount of IGA (23 months)	 \$12,864,521.00

NOTE: The monthly payment will be reduced by the per capita cost of service provision to un-incorporated Northeast Fulton parcels of record for the period of time until all parcels are incorporated into an adjacent municipality.